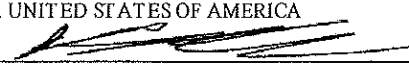


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   5</b>
2. AMENDMENT/MODIFICATION NO. <b>P00010</b>	3. EFFECTIVE DATE <b>01-Jan-2016</b>	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)		
6. ISSUED BY NAWCTSD 253 12211 SCIENCE DRIVE (25322) ORLANDO FL 32826-3224	CODE <b>N61340</b>	7. ADMINISTERED BY (If other than item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701-3630		CODE <b>S1109A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CAE USA INC. ██████████ 4908 TAMPA WEST BLVD TAMPA FL 33634-2411				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N61340-14-C-0005</b>	
				X 10B. DATED (SEE ITEM 13) <b>04-Dec-2013</b>	
CODE <b>69479</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) <b>FAR 43.103(a) Bilateral; FAR 52.232-18 Availability of Funds</b>					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>stevk2216325</b> The purpose of this modification is as follows: A. Add SubCLIN 160102 for FY16 CNATRA Funding. CLIN 1601 is not fully funded. B. Add CLIN 1607 for FY16 DOL Wage Adjustment and establish DOL wage adjustment amount. CLIN 1607 is not fully funded. C. Update Section G, Clause 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION D. The One time look back process in G-2 will not apply based on the small dollar value of the DOL adjustment in comparison to the overall contract value and the fact that the wage adjustment is Firm Fixed Priced. E. All other changes resulting from this modification are delineated on the following pages. F. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOSEPH A. LIBERATORE, JR. (25322) / CONTRACTING OFFICER TEL: 407-380-4281 EMAIL: joseph.liberatore@navy.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>03-Feb-2016</b>	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1</b>   <b>5</b>	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE <b>01-Jan-2016</b>		4. REQUISITION/PURCHASE REQ. NO. <b>SEE SCHEDULE</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAWGTSO 253 12211 SCIENCE DRIVE (25322) ORLANDO FL 32826-3224		CODE <b>N61340</b>		7. ADMINISTERED BY (If other than item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 600 ST. PETERSBURG FL 33701-3630		CODE <b>S1109A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CAE USA INC. 4908 TAMPA WEST BLVD TAMPA FL 33634-2411				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N61340-14-C-0005</b>			
				X 10B. DATED (SEE ITEM 13) <b>04-Dec-2013</b>			
CODE <b>69479</b>		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
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12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
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X D. OTHER (Specify type of modification and authority) FAR 43.103(a) Bilateral; FAR 52.232-18 Availability of Funds							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>1</b> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>stev/2216325</b> The purpose of this modification is as follows: A. Add SubCLIN 160102 for FY16 ONATRA Funding. CLIN 1601 is not fully funded. B. Add CLIN 1607 for FY16 DOL Wage Adjustment and establish DOL wage adjustment amount. CLIN 1607 is not fully funded. C. Update Section G, Clause 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION D. The One line look back process in G-2 will not apply based on the small dollar value of the DOL adjustment in comparison to the overall contract value and the fact that the wage adjustment is Firm Fixed Priced. E. All other changes resulting from this modification are delineated on the following pages: F. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) <b>Manager, Contracts</b>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Joseph C. Berardo</b>			
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED <b>03 FEB 2016</b>		16B. UNITED STATES OF AMERICA BY <b>[Signature]</b>	
(Signature of person authorized to sign)				16C. DATE SIGNED <b>03 Feb 2016</b>			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED].

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 160102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
160102	T-44C CACT Training Instruction Services FFP Incremental funding for T-44C CACT Training Instruction Services for the period of 01 Jan 16 to 31 Jan 16. FOB: Destination PURCHASE REQUEST NUMBER: 1300534072-0001				\$0.00

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NET AMT	\$0.00
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ACRN AC  
CIN: 130053407200002

PSC Code U099

CLIN 1607 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1607	DOL Wage Adjustment FY16 FFP Payment for Wage adjustment FOB: Destination	12	Months	[REDACTED]	[REDACTED]

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NET AMT	[REDACTED]
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PSC Code J069

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 160102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 1607:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

#### SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 1607:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-OCT-2015 TO 30-SEP-2016	N/A	NAWCTSD PERRY, RACHEL 12211 SCIENCE DR ORLANDO FL 32826-3224 407 380-8205 FOB: Destination	N61340

#### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED] to [REDACTED]

SUBCLIN 160102:

Funding on SUBCLIN 160102 is initiated as follows:

ACRN: AC

CIN: 130053407200002

Acctng Data: 1761804 70AE 257 57025 T 068566 2D XAA029

Increase: [REDACTED]

Total: \$428,346.00

Cost Code: 631106BC075Q

The following have been modified:

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) 1601 is incrementally funded. For this item, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Total amount = [REDACTED]

03 Nov 14	[REDACTED]
02 Feb 16	[REDACTED]

Feb 16 2016		
Apr 16 – Jun 16		
Jul 16 – Sep 16		

(End of Summary of Changes)